

ROUTING ORDER		(1) LICENSEE	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
() NEW CONTRACT		() RENEWAL OF CONTRACT NO. ____	
CITY		LICENSEE	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE 417- 864-XXXX FAX 417- 864-XXXX EMAIL: ATTN: DEPT:		NAME OF COMPANY: _____ _____ _____ PHONE: _____ FAX: _____ EMAIL: _____ ATTN: _____	

VENDOR LICENSE AGREEMENT

THIS VENDOR LICENSE AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by the Licensee identified above, (hereinafter "Licensee"), and the City of Springfield, Missouri, a municipal corporation, (hereinafter "City").

City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to operate as a mobile vendor in an approved Vendor Site Permit area located on the Busch Municipal campus, with the exact location subject to the approval of the City and the Department of Health This permission and license does not replace the need for any other licenses or permits required by the City Code or any licenses or permits required by State law. Licensee must maintain in good repair all equipment utilized in the mobile vending activity and must comply with all provisions of the City Code applicable to its business during the term of this Agreement.

1. Representations. Licensee acknowledges and affirms all representations set forth in its response to the City's "Request for Interest Information" including, but not limited to, Licensee's representation that it will provide at least one "healthy" meal option, with "healthy" defined as a meal under 600 calories, a gluten free option, a vegetarian option, or offers a fruit or vegetable side, or includes a lean protein option (fish, skinless, white-meat poultry, beans, tofu, etc.). If Licensee does not offer a healthy food option as defined above, this is considered a material breach, and this Agreement may be terminated at the discretion of the City.

2. Insurance, Taxes, and Assessments.

a. The Licensee shall at all times during the term of this Agreement carry a commercial general liability insurance policy with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence and an automobile liability insurance policy covering bodily injury and property damage for owned vehicles with limits not less than One Million and No/100 Dollars (\$1,000,000.00) for all claims arising out of a single accident or occurrence. All policies shall be provided by an insurer company qualified to transact business in Missouri and acceptable to City. City shall be an additional named insured on the policies and such policies shall provide insurance protection for City for liability imposed by law upon City arising out of the operations and maintenance of Licensee's mobile vending activity. Licensee agrees to furnish City with a certificate of insurance evidencing that Licensee will have at all times during the term of this Agreement the above required insurance. All insurance policies shall provide at least (10) days' written notice to be given to City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, PO Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy

shall first be used to pay any damages, costs, attorneys' fees incurred, or other amounts assessed against City, its employees, officers and agents first and before any award or costs of Licensee, its employees, officers or agents is/are paid.

b. As a condition of the license to operate as a mobile vendor, Licensee and any business activity conducted through its mobile vending activity shall remain current with all taxes and assessments imposed, levied or assessed by any political subdivision, including City and community improvement districts, the State of Missouri, or the federal government.

3. **Termination.** City shall have the absolute right at its discretion to terminate this license or refuse to allow Licensee to continue to operate as a mobile vendor if City determines that any real or personal property is being substantially damaged by the mobile vending activity; Licensee is impeding or creating a dangerous condition for the traveling public or other persons; Licensee is maintaining any kind of nuisance; or Licensee fails to maintain the required insurance on file with City. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove itself from the property and restore said property to the same or better condition as existed prior to Licensee's activities or presence. In the event Licensee fails to promptly remove its equipment and restore the property within the time required by the notice, City may cause the same to be done at the cost of Licensee.

4. **Personnel.** The Licensee represents that Licensee will secure at Licensee's own expense all personnel required to perform the services called for under this Agreement by Licensee. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Licensee.

5. **Discrimination.** The Licensee agrees in the performance of this Agreement not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. **This Licensee and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

b. **This Licensee and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

6. **Occupational License:** The Licensee shall obtain and maintain an occupational license with the City if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Licensee. No agreement will be executed by the City until this occupational license has been obtained.

7. **Compliance with Laws.** Licensee agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. -Licensee affirmatively states that payment of all local, state, and federal taxes and assessments issued to Licensee has been made in full.

8. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Licensee all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

9. **Indemnification.** Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and hold harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorneys' fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property and because of injury or death to any persons resulting from any negligence of Licensee, contractor, or agents in the operation, use, repair, maintenance, or

removal of mobile vending equipment or activity, or by any reason of any defects in the design or installation of such equipment, or the location of the equipment or business activity, in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property, growing out of the operation, use, maintenance, or repair of vending equipment or activity, or the failure of Licensee to comply fully with Licensee's obligations hereunder. In no event shall City be liable to Licensee or any third person for damage or injury to Licensee's activities, equipment, or property associated with this Agreement. The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place during any use, operation, maintenance, or repair of equipment arising out of Licensee's actions or inactions as a mobile vendor.

10. **Limited License.** Licensee agrees that the term of this license is defined in, and limited by, the confirmation schedule provided by the City in a separate document. Licensee acknowledges, understands, and affirms that it does not have an exclusive right to the vending area, and by signing this Agreement, Licensee is not granted a right or interest in this license. This Agreement does not create an employee/employer relationship between the parties.

11. **City Benefits.** The Licensee shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

12. **Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this Contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

13. **Assignment.** The Licensee shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Licensee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement.

14. **Notice.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above, by electronic mail, or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

16. **Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

17. **Conflicts.** No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in § 105.450, *et seq.*, RSMo., shall not be violated.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but all together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Agreement by their signatures below.

Approved as to Form:

By: _____

Name & Title: _____

City Attorney or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

LICENSEE: _____